IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.2454 OF 2006

M/s.Garuda Aviation Services Pvt. Ltd. .. Petitioners

V/s.

1. Airport Authority of India & ors. ... Respondents

Mr.P.K.Dhakephalkar, senior counsel with Mr.V.J.Hegde for the petitioenrs.

Mr.J. Saluja i/b.M/s.M.V.Kini & Co. for the respondents.

CORAM : F.I. REBELLO &
ANOOP V. MOHTA,JJ.
DATED 19th September, 2006

P.C.

In the contract between the petitioners and respondent no.1, there is an arbitration clause. Respondent no.1 has no objection to the arbitration clause being invoked. In the light of that, it will be open to the petitioners to invoke the arbitration clause. Considering the above, no case for interference is called for in the extraordinary jurisdiction as the petitioners have alternate and efficacious remedy. It will be open to the petitioners to take all such steps in law including by way of interim relief under the provisions of the Arbitration and Conciliation Act, 1996.

2. With the above observations, petition stands disposed of accordingly. No order as to costs.

[F.I. REBELLO, J.]

[ANOOP V. MOHTA, J.]